



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

PROFESSIONAL SERVICES AGREEMENT WATER METER READING AND BILLING SYSTEM

This Agreement is made and entered into on this 24th day of October, 2017 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**Parish**"), represented by Natalie Robottom, Parish President, and **Digital Engineering and Imaging, Inc.**, 527 W. Esplanade Ave., Ste. 200, Kenner, LA 70065 (hereinafter referred to as "**Contractor**") under the following terms and conditions.

SCOPE OF SERVICES

The **Contractor** hereby agrees to provide Engineering Services for the **WATER METER READING AND BILLING SYSTEM PROJECT** as set forth in **Exhibit A: Statement of Work**, incorporated herein by reference. The parties agree to be bound by the requirements as described in that exhibit.

PAYMENT TERMS

In consideration of the services described in **Exhibit A**, **Parish** hereby agrees to compensate the **Contractor** in accordance with its fee schedule described in **Exhibit B: Pricing Schedule**. All payments must be approved by the **Director** and all deliverables, etc. shall be submitted to the **Director**.

SUPPLEMENTARY SERVICES

The **Contractor** shall provide, when requested in writing by the **Director of Utilities**, hereinafter called the "**Director**", supplementary services not included in the basic services.

Such supplementary services shall include the following:

- A. Laboratory inspection of materials and equipment.
- B. Right-of-way, easement and property acquisition surveys, plats, maps and documents.
- C. Any major revisions, for which the **Contractor** is not responsible, that are authorized by the **Parish** after completion and approval of either the preliminary or final plans and specifications.
- D. Serving as an expert witness in connection with court proceedings.

The compensation to the **Contractor** for the above supplemental services shall be in the form of a lump sum which is mutually agreeable to the **Parish** and to the **Contractor**.

If the parties hereto are unable to agree on the basis of such additional work, the **Contractor** shall be paid in accordance with the rates established in **Exhibit C: Standard Hourly Rates Schedule**. In each case, the work is to be initiated only upon receipt of a written work order from the **Director** which must include the scope of work and a maximum fee that can be charged. All invoices submitted for services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual, their classifications and a brief description of the work performed.

All other supplemental services shall be invoiced monthly according to the percentage of work completed.

Payments to the **Contractor** for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of funds, etc. The **Contractor** shall submit a monthly summary of activities in accordance with **Exhibit A**.

TAXES

The **Contractor** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** shall be **Contractor's** obligation. **Contractor** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Contractor** to comply with the Terms and/or Conditions of this **Agreement**; provided that **Parish** shall give the **Contractor** written notice specifying the **Contractor's** failure. If within thirty (30) days after receipt of such notice, the **Contractor** shall not have either corrected such failure or, in the case of such failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then **Parish** may, at its option, place the **Contractor** in default and this **Agreement** shall terminate on the date specified in such notice.

The **Contractor** may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of **Parish** to comply with the Terms and Conditions of this **Agreement**, provided that the **Contractor** shall give **Parish** written notice specifying the failure and a reasonable opportunity for **Parish** to cure the defect.

Notwithstanding the above, the **Contractor** will not be relieved of liability to **Parish** for damages sustained by virtue of any breach of this **Agreement** by the **Contractor**, and **Parish** may withhold any payments to the **Contractor** for the purpose of setoff until such time as the exact amount of damages due **Parish** is determined.

TERMINATION FOR CONVENIENCE

The **Parish** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Contractor**. The **Contractor** shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

TERM OF AGREEMENT

The **Parish** shall notify the **Contractor** in writing to undertake the services stated in **Exhibit A**, and the

Contractor shall commence the services within ten (10) days after receipt of such notification. The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless otherwise terminated per the termination clause or extended by amendment.

GENERAL CONDITIONS

The **Contractor** shall, at all times during the term of this **Agreement**, maintain a valid Louisiana license, if applicable.

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the parties hereto that the **Contractor** is entering into this **Agreement** in the capacity of an independent **Contractor**. While in the performance of services or carrying out other obligations under this **Agreement**, the **Contractor** shall be acting in the capacity of independent **Contractors** and not as employees of the **Parish**. The **Parish** shall not be obliged to any person, firm or corporation for any obligations of the **Contractor** arising from the performance of their services under this **Agreement**.

The **Contractor** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **Contractor**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the **Contractor**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **Parish** shall have the right to annul this **Agreement** without liability.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **Contractor**, shall not be assigned or subcontracted in whole or in part by the **Contractor** as to the services to be performed hereunder without the written consent of the **Parish**.

This document represents the entire **Agreement** between the **Parish** and **Contractor**. It may be amended only by authority of the **Parish** and in writing, signed by both **Parish** and **Contractor**.

This **Agreement** shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The **Contractor** hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

INSURANCE

The **Contractor** shall meet or exceed the **Parish's** Insurance Requirements as listed in **Exhibit D: Insurance Requirements**.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **Contractor** by **Parish** shall remain the property of **Parish**, and shall be returned to **Parish**, at **Contractor's** expense, at termination or expiration of this **Agreement**. All records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Contractor** in connection with the performance of the services contracted for herein shall become the property of **Parish**, and shall, upon request, be returned to **Parish**, at **Contractor's** expense, at termination or expiration of this **Agreement**.

NON-ASSIGNABILITY

The **Contractor** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **Parish**. This provision shall not be construed to prohibit the **Contractor** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **Parish**.

AUDITORS

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Contractor** which relate to this **Agreement**.

INDEMNITY

To the fullest extent permitted by law, **Contractor** shall indemnify and hold harmless and defend the **Parish** and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **Contractor**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

FISCAL FUNDING

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements by the **Parish** or any other state or federal funding source. If the **Parish** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by any means provided in the appropriations act to prevent the total

appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least seven (7) days' notice of such change.

If to Parish:	If to Contractor :
St. John the Baptist Parish Attn: Natalie Robottom, Parish President 1801 W. Airline Hwy. LaPlace, Louisiana 70068	Digital Engineering & Imaging, Inc. Attn: Robert J Delaune Jr, P.E. 527 W. Esplanade Ave, Suite 200 Kenner, LA 70065

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **Contractor** must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. **Contractor** must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, **Contractors'** misapplication of payments, malfeasance in office, or their equivalent federal crimes within the five (5) years prior to submitting the proposal.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, **Contractor** must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an **Agreement** with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. **Contractor** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE

The **Contractor** agrees to abide by the requirements and be subject to any sanctions of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and 11375, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and **Contractor** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **Contractor** agrees not to discriminate in its employment practices, and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 24th day of October 2017.

WITNESS:

Barbara Loombs

ST. JOHN THE BAPTIST PARISH COUNCIL

By: Natalie Robottom
Natalie Robottom
Parish President

WITNESS:

Burgundy G. Hebert

Digital Engineering and Imaging, Inc.

By: Thomas P. Hickey
Thomas P. Hickey, P.E.
President

Exhibit A: Statement of Work

SERVICES

The **Contractor** shall provide all basic services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the **Contractor** at project meetings.

PROJECT DESCRIPTION

The **Contractor** shall prepare engineering plans and specifications based on performance requirements for the water meter reading and billing system to replace and/or retrofit the existing system of the **Parish**. The documents shall include performance metrics such as the following:

- Advanced Metering Infrastructure (AMI) which includes an integrated system of smart meters, communications network, and data management system that has the ability to produce real time data about water consumption. The AMI system shall also have the following capabilities:
 - Antenna based meter reading
 - Back-up drive by meter reading capability
 - Manual meter reading capability
- Leak Detection Technology with ability to send alarms when a possible water leak is detected
- Integration with current software billing system
- Adjustment of water meter boxes to existing grade
- Re-installation of water meters on property lines
- Customer monitoring via web portal and customer alerts via text or email
- GPS locations of all water meters in system
- Transmission main metering

Task 1 – Loan Administration/Davis Bacon Compliance/American Iron and Steel Compliance Phase

1. Prepare and submit complete loan application.
2. Prepare and track loan pay requests.
3. Attend meetings with LDEQ/St. John the Baptist Parish.
4. Coordinate with Bond Attorneys on required documents to close the loan.
5. Preparation and submittal of categorical exclusion request for environmental clearance.
6. Any and all additional coordination and documentation required by LDEQ to administer the loan.
7. Conduct Davis Bacon Field Interviews
8. Review certified payrolls for compliance with Davis Bacon Act.
9. Prepare and submit Davis Bacon Compliance information to LDEQ.
10. Prepare and submit American Iron and Steel Compliance information to LDEQ.

Task 2 – Preliminary Design Phase

1. Prepare preliminary engineering plans which demonstrate the concept and layout of water meter reading replacements.

2. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
3. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
4. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by the **Parish**.
5. Comments from the technical review meeting will be incorporated into the final design phase.

Task 3 – Final Design Phase

1. Prepare final plans and specifications and opinion of probable construction cost.
2. Submittals will include a 95% and 100% submittal.
3. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
4. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by the **Parish**.
5. Comments from the technical review meeting will be incorporated into the 100% final design.
6. The 100% final design submittal will include plans and specifications signed and stamped by a professional civil engineer along with a final opinion of probable construction cost.

Task 4 – Bidding Phase

1. Assist the **Parish** in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by the **Parish** in the course of any negotiations with prospective contractors.
4. Consult with the **Parish** as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. The **Contractor** shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist the **Parish** in evaluating Bids or proposals and in assembling and awarding **Agreements** for the Work.

Task 5 – Construction Phase

1. Prepare formal **Agreements** for the execution of the Construction **Agreement**.
2. Provide a competent Project Engineer and such assistants as may be required to administer the Construction **Agreement** and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection

services but shall include periodic job visits as are necessary.

3. The **Contractor** is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the **Contractor**.
4. Coordinate with the **Director** for relocation of their facilities to clear the site for construction.
5. Require and review tests of materials necessary for the project.
6. Determine **Agreement** pay quantities, including necessary materials checking.
7. Verify and approve **Contractor's** pay estimates and submit same to the **Director**.
8. Prepare progress reports for the **Director**.
9. Prepare detailed drawings as necessary to supplement the construction drawings.
10. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the **Agreement** documents.
11. Perform final inspection and make a recommendation for acceptance.
12. Verify and approve Testing Laboratory pay estimates and submit same to the **Director**.
13. Prepare all necessary documentation required for construction change orders.
14. Prepare written recommendation for all required changes to plans and specifications during construction.
15. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

Task 6 – Record Drawings

The **Contractor** shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the **Contractor**, on CD in both ACAD and PDF formats. The **Contractor** shall also furnish 3 full size bond copies of "RECORD" drawings.

Task 7 – Resident Project Representative

1. Assign personnel acceptable to the **Director**.
2. Assist **Contractor** in observing progress and quality of the work.
3. RPR is **Contractor's** representative at the site.
4. Attend meetings with **Contractor**, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
5. Report to **Contractor** when clarifications and interpretations of the **Agreement** Documents are needed and transmit to **Contractor** clarifications and interpretations as issued by **Contractor**.
6. Conduct on site observations of **Contractor's** work in progress to assist **Contractor** in determining if the work is in general accordance with the **Agreement** documents.
7. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original **Agreement** documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
8. Prepare a daily report recording the **Contractor's** hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed

conditions, site visitors, daily activities, decisions, and observations in general.

9. Review applications for payment with **Contractor** for compliance with the established procedure for their submission and forward with recommendation to **Contractor**.
10. Participate in visits to the project to determine substantial completion and final completion.

Exhibit B: Pricing Schedule

Project Elements

Estimate Construction Cost:	\$5,000,000.00
Engineering Fee	\$ 216,755.00
Resident Project Representative Fee (per SJB Standard Curve) 3.00%	\$ <u>150,000.00</u>
Total Basic Service Fee	\$ 366,775.00

Supplemental Services:

Loan Administration/Davis Bacon/American Iron and Steel	\$ <u>50,000.00</u>
Total Supplemental Service Fees	\$ 50,000.00

Project Breakdown

For all services outlined in **Exhibit A**, the **Parish** shall pay the **Contractor** a fixed engineering fee of \$416,775.00 as negotiated and agreed upon by both parties.

For each task in **Exhibit A** and any other services required for this project, the work is to be initiated only upon receipt of written Notice to Proceed from the **Director** which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this **Agreement** shall not exceed \$416,775.00, unless increased by contract amendment.

Compensation for services provided shall be a Lump Sum or Hourly Not to Exceed fee per Task as detailed below. Fees are to complete the following phases:

Task 2 – Preliminary Design Phase (1/2 of standard fee)	25%/2	\$ 41,687.50
Task 3 – Final Design Phase (1/2 of standard fee)	45%/2	\$ 75,037.50
Task 4 – Bidding Phase	5%	\$ 16,675.00
Task 5 – Construction Phase	20%	\$ 66,700.00
Task 6 – Record Drawings Phase	5%	\$ 16,675.00
Task 7 – Resident Project Representative	(Hourly Not to Exceed)	\$ <u>150,000.00</u>
Subtotal Basic Services		\$ 366,775.00

Supplemental Services

Task 1 – Loan Admin/Davis Bacon/AIS	(Hourly Not to Exceed)	\$ 50,000.00
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Total Engineering Services	\$ 416,775.00
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Schedule

Compensation for Basic Services – for work associated with the basic services of this project which includes all lump sum tasks, the estimated fee is based on the cost estimate of the project in accordance with ordinance 05-16, Chapter 14, Section 14-2 of the Parish Code of Ordinances. Actual fees to be based on said fee curve and actual bid price received for the project.

Timesheets shall be provided with work associated with all not-to-exceed tasks.

(1) Engineer and resident inspection fees.

<i>Basic Engineering Services Fee Curve</i>	
<i>Awarded Construction Cost</i>	<i>Basic Engineering Services Fee (percentage)</i>
\$0—\$30,000.00	14.56
\$40,000.00	14.04
\$50,000.00	13.57
\$60,000.00	13.21
\$70,000.00	12.90
\$80,000.00	12.69
\$90,000.00	12.38
\$100,000.00	12.08
\$200,000.00	11.02
\$300,000.00	10.23
\$400,000.00	9.72
\$500,000.00	9.27
\$600,000.00	8.82
\$700,000.00	8.59
\$800,000.00	8.40
\$900,000.00	8.23
\$1,000,000.00	8.04
\$2,000,000.00	7.43
\$3,000,000.00	7.18
\$4,000,000.00	7.11
\$5,000,000.00	6.67
Over \$5,000,000.00	To be negotiated
<i>Resident Project Representative Services</i>	
<i>Estimated Construction Cost</i>	<i>Service Fee (percentage)</i>
\$100,000.00 or less	5.0
\$200,000.00	4.6
\$300,000.00	4.3
\$400,000.00	4.1
\$500,000.00	3.9
\$600,000.00	3.8
\$700,000.00	3.7
\$800,000.00	3.6
\$900,000.00	3.5
\$1,000,000.00	3.4
\$2,000,000.00	3.3
\$3,000,000.00	3.2
\$4,000,000.00	3.1
\$5,000,000.00	3.0
Over \$5,000,000.00	To be negotiated

Exhibit C: Standard Hourly Rates Schedule

A. STANDARD HOURLY RATES

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to **Contractor**.
3. The Standard Hourly Rates apply only as specified in Supplementary Services of the **Agreement**.

B. SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal-----	\$220.00
Project Manager-----	\$175.00
Lead Engineer -----	\$145.00
Associate Engineer-----	\$130.00
Lead Professional -----	\$125.00
Associate Professional -----	\$110.00
Field Technician -----	\$75.00
Admin/Clerical -----	\$ 60.00
CAD Technician -----	\$ 75.00
Resident Project Representative -----	\$ 75.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this **Agreement**.

Exhibit D: Insurance Requirements

The **Contractor** shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where **Contractor** may perform the work hereunder, with such carriers as shall be acceptable to the **Parish**:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Contractor** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

- 1) Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some agreements may require USL&H or maritime coverage. This should be verified with Insurance Dept. /Legal Dept.
- 3) WAIVER OF SUBROGATION in favor of the **Parish** shall be included on certificate.
- 4) No excluded classes of personnel or employees shall be allowed on **Parish's** premises.

- B) Commercial General Liability, including:

- 1) Contractual liability assumed by this **Agreement**
- 2) **Parish's** and **Contractor's** Protective Liability (if **Contractor** is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products — completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.
- 9) Some **Agreements** may require Protection and Indemnity coverage. This should be verified with Insurance Dept. /Legal Dept.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **Contractor**.

The limits for "C" above shall not be less than:

- 1) \$1,000,000 CSL
- 2) The **Parish** will be NAMED as additional insured and WAIVER OF SUBROGATION in favor

of the **Parish** shall be included on the certificate.

- D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for the **Parish**. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Architects & Engineers, Architects, Land Surveyors, Attorneys, and IT.

The limits for "D" above shall not be less than:

- 1) \$1,000,000.00
- 2) WAIVER OF SUBROGATION in favor of the **Parish** shall be included on the certificate.

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

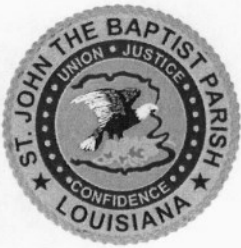
CERTIFICATES

Prior to starting the work, the **Contractor** shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the **Parish** thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained by **Contractor** during the duration of this **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing and Procurement.

When applicable, a current Louisiana State **Contractor's** License should be furnished: W-9 Form is to be furnished prior to work being issued.



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

October 25th, 2017

Division A

Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Division B

Jaclyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

District I

Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

District II

Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

District III

Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

District IV

Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

District V

Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI

Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII

Raj Pannu
2169 Augusta Drive
LaPlace, LA 70068
Cell 504-417-3282

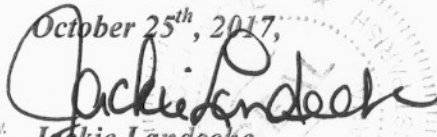
Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, October 24th, 2017.

"Councilman Snyder moved and Councilman Wright seconded the motion to grant administration authorization to execute an engineering agreement with Digital Engineering & Imaging, Inc. for the Water Meter Replacement Project contingent upon review by Legal Counsel and the Parish Engineer. The motion passed with 5 yeas (Remondet, Snyder, Sorapuru, Becnel, Wright), 3 nays (Madere, Malik, Perrilloux) and 1 absent (Hotard)."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 24th day of October, 2017.

October 25th, 2017,


Jackie Landeche
Council Secretary

St. John the Baptist Parish Council



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alexander and Sanders Insurance Agency, Inc 4610 BLUEBONNET BLVD., SUITE A BATON ROUGE LA 70809		CONTACT NAME: Debbie Rachal PHONE (A/C, No, Ext): (225) 295-2995 E-MAIL ADDRESS: info@alexsand.com FAX (A/C, No): (225) 368-2145																						
INSURED Digital Engineering & Imaging, Inc. 527 W. Esplanade Avenue Suite 200 KENNER LA 70065		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>CNA - Amer Cas Co of Reading, PA</td><td>20427</td></tr><tr><td>INSURER B:</td><td>CNA - Continental Casualty Co</td><td>20443</td></tr><tr><td>INSURER C:</td><td>Travelers Casualty and Surety</td><td>19038</td></tr><tr><td>INSURER D:</td><td>XL - XL Specialty Insurance Co</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	CNA - Amer Cas Co of Reading, PA	20427	INSURER B:	CNA - Continental Casualty Co	20443	INSURER C:	Travelers Casualty and Surety	19038	INSURER D:	XL - XL Specialty Insurance Co	37885	INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 17/18 all**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2099988417	3/25/2017	3/25/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 4,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>	4027054816	3/25/2017	3/25/2018	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	UB6237Y44A	3/25/2017	3/25/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			DPR9914779	6/20/2017	6/20/2018	PER CLAIM \$2,000,000
	CLAIMS MADE FORM						AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Professional Engineering for Administration and Management of LDHH Drinking Water Loan Fund Requirements

CONSULTING ENGINEER - FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR ALL COVERED CLAIMS PRESENTED WITHIN THE POLICY PERIOD. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

General Liability policy includes Certificate Holder as Additional Insured and a Waiver Of Subrogation endorsement as required by written contract. Workers Compensation policy includes Waiver Of Subrogation

CERTIFICATE HOLDER**CANCELLATION**

St. John the Baptist Parish
1801 W. Airline Hwy.
LaPlace, LA 70068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wyatt Sanders/DRACH

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COMMENTS/REMARKS

endorsement as required by written contract.



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PRODUCER

State Farm



KERT LEBLANC

6820 VETERANS MEMORIAL BLVD SUITE B

METAIRIE, LA 70065

CONTACT NAME: KERT LEBLANC

PHONE (A/C, No, Ext): 504-454-6036

FAX (A/C, No): 504-454-6063

E-MAIL ADDRESS: KERT.LEBLANC.B3CZ@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Mutual Automobile Insurance Company

25178

INSURER B: State Farm Fire and Casualty Company

25143

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

DIGITAL ENGINEERING

527 W ESPLANADE AVE STE 200

KENNER LA 70065-2568

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY	Y Y	146 9052-A18-18D	01/18/2017	01/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO		069 1183-E07-18H	05/07/2017	05/07/2018	BODILY INJURY (Per person) \$ 1,000,000
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY		092 3763-A18-18D	01/18/2017	01/18/2018	BODILY INJURY (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY		056 1493-D23 (NON OWNED)	04/23/2017	04/23/2018	PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED ON AUTO POLICY ALONG WITH WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

St. John the Baptist Parish

1801 W. Airline Hwy.

LaPlace, LA 70068

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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PRODUCER  KERT LEBLANC 6820 VETERANS MEMORIAL BLVD SUITE B METAIRIE, LA 70065	CONTACT NAME: KERT LEBLANC	
	PHONE (A/C, No, Ext): 504-454-6036	FAX (A/C, No): 504-454-6063
INSURED DIGITAL ENGINEERING 527 W ESPLANADE AVE STE 200 KENNER LA 70065-2568	E-MAIL ADDRESS: KERT.LEBLANC.B3CZ@STATEFARM.COM	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Farm Mutual Automobile Insurance Company	NAIC # 25178
	INSURER B: State Farm Fire and Casualty Company	25143
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	254 1685-F26-18A 254 2413-F27-18 255 9253-B01-18	12/26/2016 12/27/2016 02/01/2017	12/26/2017 12/27/2017 02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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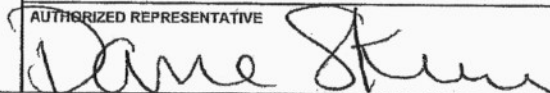
CERTIFICATE HOLDER

CANCELLATION

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